

EXHIBIT A
[Proposed] Order

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
Ray C. Schrock, P.C. (*pro hac vice*)
(ray.schrock@weil.com)
Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)
767 Fifth Avenue
New York, NY 10153-0119
Tel: 212 310 8000
Fax: 212 310 8007

KELLER & BENVENUTTI LLP
Tobias S. Keller (#151445)
(tkeller@kellerbenvenutti.com)
Jane Kim (#298192)
(jkim@kellerbenvenutti.com)
650 California Street, Suite 1900
San Francisco, CA 94108
Tel: 415 496 6723
Fax: 650 636 9251

*Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☒ Affects Pacific Gas and Electric Company
☐ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

**ORDER PURSUANT TO 11 U.S.C. § 365(a), FED.
R. BANKR. P. 6006, AND B.L.R. 6006-1
APPROVING UTILITY'S THIRD OMNIBUS
MOTION TO ASSUME CERTAIN CONTRACT
PRICE DISCOUNTED ENERGY
PROCUREMENT AGREEMENTS**

Upon the Third Omnibus Motion, dated July 31, 2019 (the “**Motion**”),¹ of PG&E Corporation and Pacific Gas and Electric Company, as debtors and debtors in possession (together, “**PG&E**” or the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), pursuant to section 365(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 6006-1 of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “**Bankruptcy Local Rules**”), for an order approving the Utility’s assumption of the EP Agreements with the counterparties identified in **Exhibit B** to the Motion, each as amended pursuant to the applicable EP Amendments, all as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.), and Bankruptcy Local Rule 5011-1(a); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined that notice of the Motion as provided to the parties listed therein is reasonable and sufficient, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion, the Wells Declaration (as amended on February 2, 2019 [Docket No. 263]), and the Monardi Declaration; and no objections to the Motion having been filed; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Utility, its estate, creditors, shareholders, and all parties in interest; and represents a sound exercise of the Utility’s business judgment; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.
2. Each of the EP Amendments identified on **Schedule 1** hereto is hereby approved and, subject to Paragraph 3 below, pursuant to section 365 of the Bankruptcy Code, the Utility’s assumption

¹ Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

1 of each of the EP Agreements, as amended pursuant to the applicable EP Amendment, is hereby
2 approved.

3 3. The assumption of each of the EP Agreements, each as amended pursuant to the
4 applicable EP Amendment, shall be subject to, and conditioned upon, the Utility obtaining CPUC
5 approval of each of the EP Amendments as provided therein (“**CPUC Approval**”). In the event CPUC
6 Approval is not timely obtained with respect to any EP Amendment (which milestone or deadline may
7 be modified or amended as provided in the applicable EP Amendment), (i) the Utility shall file a notice
8 with the Bankruptcy Court indicating that CPUC Approval has not been obtained with respect to the
9 specific EP Agreement and EP Amendment, and (ii) assumption of the applicable EP Agreement shall
10 be null and void with all of the applicable parties’ respective rights reserved.

11 4. The Utility is authorized to execute, deliver, implement, and fully perform any and all
12 obligations, instruments, and documents, and to take any and all actions necessary or appropriate to
13 perform all obligations contemplated under the EP Agreements, as amended by the EP Amendments.

14 5. The Utility is authorized to file the Motion as an omnibus motion pursuant to Bankruptcy
15 Rule 6006(e).

16 6. The Utility is authorized to take all steps necessary or appropriate to carry out this Order.

17 7. This Court shall retain jurisdiction to hear and determine all matters arising from or
18 related to the implementation, interpretation, or enforcement of this Order.

19
20 ** END OF ORDER **
21
22
23
24
25
26
27
28

Schedule 1

Counterparty	EP Agreement	EP Amendment	Cure Amount
Hummingbird Energy Storage, LLC	Energy Storage Resource Adequacy Agreement dated June 1, 2018, as previously amended by letters dated October 11, 2018, November 27, 2018, December 26, 2018, and March 28, 2019, and the Site Amendment to the Energy Storage Resource Adequacy Agreement dated July 26, 2019.	Amendment to Energy Storage Resource Adequacy Agreement dated July 31, 2019.	\$0
mNOC AERS LLC	Behind the Retail Meter Capacity Storage Agreement dated June 1, 2018, as previously amended by letters dated October 11, 2018 and November 27, 2018.	Amendment to Capacity Storage Agreement dated July 31, 2019.	\$0
Re Gaskell West 3 LLC	Power Purchase Agreement dated September 22, 2017.	Amendment to Power Purchase Agreement dated July 31, 2019.	\$0
Re Gaskell West 4 LLC	Power Purchase Agreement dated September 22, 2017.	Amendment to Power Purchase Agreement dated July 31, 2019.	\$0
Re Gaskell West 5 LLC	Power Purchase Agreement dated September 22, 2017.	Amendment to Power Purchase Agreement dated July 31, 2019.	\$0